



# VILLAGE OF KEY BISCAINE

## Office of the Village Manager

*Village Council*  
Robert Oldakowski, *Mayor*  
Jorge E. Mendia, *Vice Mayor*  
Martha Fdez-León Broucek  
Carol Diaz-Castro  
Mortimer Fried  
James L. Peters  
Robert L. Vernon

## Memorandum

*Village Manager*  
Jacqueline R. Menendez

**Date:** January 13, 2004  
**To:** Honorable Mayor and Members of the Village Council  
**From:** Jacqueline R. Menendez, Village Manager  
**Subject:** Contract for Financial Services

### RECOMMENDATION

It is recommended that the Council approve the attached Resolution retaining Randolph G. White, P.A. for financial services.

### EXPLANATION

Mr. White, has served in the capacity of Finance Director for the Village for the past 4 years. Mr. White is acceptable to providing services of Finance Director on a contract basis through his own firm, Randolph G. White, P.A.

Attached for you consideration is a copy of his contract for services.

88 West McIntyre Street • Key Biscayne, Florida 33149 • (305) 365-5514 • Fax (305) 365-8936

MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."

**RESOLUTION NO. 2004-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE  
VILLAGE OF KEY BISCAYNE, FLORIDA; AUTHORIZING  
THE VILLAGE MANAGER TO EXECUTE THE ATTACHED  
AGREEMENT WITH THE FIRM OF RANDOLPH G. WHITE,  
P.A. FOR FINANCIAL SERVICES; PROVIDING FOR AN  
EFFECTIVE DATE.**

WHEREAS, the Village of Key Biscayne ( the "Village") desires to employ the services of the firm of Randolph G. White, P.A. (the "Consultant) for the purpose of providing non-exclusive financial and accounting advisory services for the Village during the contract period Services; and

WHEREAS, the Consultant desires to assist the Village with such matters.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE  
VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

Section 1. That the Village Manager is hereby authorized to execute the attached agreement, on behalf of the Village, with Randolph G. White, P.A. for Financial Services.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this\_\_ day of \_\_\_\_\_, 2004.

MAYOR ROBERT OLDAKOWSKI

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

AGREEMENT BETWEEN  
THE VILLAGE OF KEY BISCAYNE, FLORIDA  
AND THE FIRM OF  
RANDOLPH G. WHITE, P.A.  
FOR FINANCIAL SERVICES

THIS AGREEMENT, made and entered into on this January 13, 2004, by and between The Village of Key Biscayne, and the firm of Randolph G. White, P.A. hereinafter referred to as "CONSULTANT", whose address is 371 N.W. 45<sup>th</sup> Avenue, Deerfield Beach, Florida 33442.

WITNESSETH:

WHEREAS, The Village of Key Biscayne desires to employ the services of the CONSULTANT for the purpose of providing non-exclusive financial advisory services The Village of Key Biscayne, including but not limited to:

- The design and implementation of an internal control system that provides for the processing and recording of accounting transactions
- The reconciliation of subsidiary accounts and other detail account listing to that of the general ledger
- The proper maintenance of the operating budget
- The preparation of monthly and annual financial reports for internal and external presentation prepared according to GASB pronouncement #34
- All functions normally associated with the operation and direction of a municipal finance department.

WHEREAS, the CONSULTANT desires to assist The Village of Key Biscayne with such matters,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The Village of Key Biscayne hereby engages the CONSULTANT for the services described above for the fee of \$ 100,000 annually. The annual fee shall be payable in equal monthly installments on the 1<sup>st</sup> of each month. The Village of Key Biscayne shall consider fee adjustments each twelve (12) month period to compensate for market conditions and anticipated type of work to be performed during the next twelve (12) month period. The Village of Key Biscayne in its adopted or amended Fiscal Year Budget will approve such evidence of fee adjustments. The fee for the initial portion of a month will be prorated.

2. The Village of Key Biscayne agrees to compensate the CONSULTANT in accordance with the fee stated. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. In addition, The Village of Key Biscayne agrees to compensate the CONSULTANT for reimbursable expenses incurred during the course of performance of this contract for extraordinary items related to printing and reproduction of reports of unusually large quantities or of extremely sophisticated graphics and techniques.
3. Subject to the provisions for termination as set forth below, the term of this agreement shall begin on January 13, 2004. The agreement may be terminated as follows:
  - a. Upon notice by The Village of Key Biscayne for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by CONSULTANT, unless Paragraph "C" of this section applies.
  - b. Upon dissolution or court-declared invalidity of the CONSULTANT or The Village of Key Biscayne; or
  - c. By either party, at its discretion, upon 120 days written notice provided; however, should this Agreement be terminated, CONSULTANT will take all reasonable and necessary actions to transfer all the books and records of The Village of Key Biscayne in its possession in an orderly fashion to The Village of Key Biscayne or its designee and The Village of Key Biscayne shall pay CONSULTANT for all services properly rendered prior to termination.
4. The CONSULTANT shall devote such time as is necessary to complete the duties and responsibilities assigned to the CONSULTANT under this Agreement.
5. The signature on this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
6. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any interest shall be employed for said performance.
7. The CONSULTANT shall promptly notify The Village of Key Biscayne in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstances, which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of The Village of Key Biscayne as to whether the association, interest or circumstance would, in the opinion of The Village of Key Biscayne, constitute a conflict of interest if entered into by the CONSULTANT. The Village of Key Biscayne agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of The Village of Key Biscayne, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, The Village of Key Biscayne shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to The Village of Key Biscayne by the CONSULTANT under the terms of this Contract. This Agreement does not prohibit the

CONSULTANT from performing services for any other client, public or private, and such assignment shall not constitute a conflict of interest under this Agreement.

8. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
9. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
10. The CONSULTANT hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards and that CONSULTANT possesses all necessary certificates, licenses and permits.
11. The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County. Each party expressly waives the right to a trial by jury.
12. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CONSULTANT shall be mailed to:

Randolph G. White, P.A.  
371 N.W. 45<sup>th</sup> Avenue  
Deerfield Beach, Florida 33442  
(954) 698-0279

If sent to The Village of Key Biscayne shall be mailed to:

The Village of Key Biscayne  
Office of the Village Manager  
88 West McIntyre Street  
Key Biscayne, Florida 33149  
(305) 365-5500

With a copy to:

Village Attorney, David Wolpin, Esquire

13. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and of no force and effect. Further this Agreement may be amended only in writing upon mutual written consent of the parties hereto.
14. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This Agreement shall be automatically renewable each Fiscal Year of The Village

of Key Biscayne, unless otherwise terminated by either party. Negotiations shall be held prior to The Village of Key Biscayne's Fiscal Year end. The Village of Key Biscayne will consider fee adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. The Village of Key Biscayne in its adopted Fiscal Year Budget will approve such evidence of fee adjustments.

- 15. CONSULTANT shall provide evidence of possession of liability insurance in an amount and form approved by the Village Manager.
- 16. This Agreement shall not be assignable by The Village of Key Biscayne or the CONSULTANT.
- 17. All original work papers, reports and other documents that result from the provision of services hereunder shall be the property of The Village of Key Biscayne. The CONSULTANT may retain a copy of said documents. Upon termination of this Agreement, or upon request of The Village of Key Biscayne during the term of this Agreement any and all such documents shall be delivered to The Village of Key Biscayne by CONSULTANT.

IN WITNESS WHEREOF, the Village Council of The Village of Key Biscayne has made and executed this Contract on behalf of The Village of Key Biscayne and the CONSULTANT and The Village of Key Biscayne have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

Attest: THE VILLAGE OF KEY BISCAYNE, FLORIDA

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Village Clerk

by: \_\_\_\_\_

Village Manager

Approved as to Legal Form and Sufficiency:

\_\_\_\_\_

Village Attorney

RANDOLPH G. WHITE, P.A.

\_\_\_\_\_

Witness

\_\_\_\_\_

Randolph G. White, President